

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE 1 OF 47 PAGES		
2. CONTRACT NUMBER		3. SOLICITATION NUMBER ED-08-R-0012		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED MAR 21, 2008		6. REQUISITION/PURCHASE NUMBER		
7. ISSUED BY Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210			CODE CPOA		8. ADDRESS OFFER TO (If other than Item 7) Contracts & Acquisitions Mgt., Group A 550 12th St SW - 7th Floor Washington DC 20202-4210					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
<b>SOLICITATION</b>										
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>1:00 PM</u> local time <u>APR 21, 2008</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION		A. NAME Veronica L. Price			B. TELEPHONE (NO COLLECT CALLS) 202-245-6158			C. E-MAIL ADDRESS Veronica.Price@ed.gov		
<b>11. TABLE OF CONTENTS</b>										
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<b>OFFER</b>										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT				10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)
(See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION See Schedule				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 23004(c) ( ) <input type="checkbox"/> 41 U.S.C 253(c) ( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY				CODE		25. PAYMENT WILL BE MADE BY				CODE
26. NAME OF CONTRACTING OFFICER (Type or print)						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. (Must be fully completed by offeror)

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**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

B. 1 301-22a CONTRACT DEFINITION (APRIL 1997)

(a) This is a Cost-Plus-Award-Fee type contract, as defined under Subpart(s) 16.305 of the Federal Acquisition Regulation.

B. 2 301-8 ESTIMATED COST, BASE FEE AND AWARD FEE (APRIL 1984)

(a) The estimated cost of this contract is <COMPLETED AT AWARD> . (b) The base fee is <COMPLETED AT AWARD> . (c) The award fee pool available for award for this contract is <COMPLETED AT AWARD> . (d) This contract will be modified to reflect the award fee awarded as award fee determinations are made.

B. 3 216-70 AWARD FEE (APR 1984)

The amount of award fee the Contractor earns, if any, is based on a subjective evaluation by the Government of the quality of the Contractor's performance in accordance with the award fee plan. The Government will determine the amount of award fee every Twelve (12) months beginning with <inserted at Award> . The Fee Determination Official (FDO) will unilaterally determine the amount of award fee. The FDO's determination will be in writing to the Contractor and is not subject to the "Disputes" clause. The Government may unilaterally change the award fee plan at any time and will provide such changes in writing to the Contractor prior to the beginning of the applicable evaluation period. The Contractor may submit a voucher for the earned award fee. Available award fee not earned during one period does not carry over to subsequent periods.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C. 1     302-2 SCOPE OF WORK (FEBRUARY 1985)

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work, See Attachment A . This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract.

**SECTION D**  
**PACKAGING AND MARKING**

D. 1 303-1 SHIPMENT AND MARKING (MARCH 1986)

- (a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. (b) Ship deliverable items to: <COMPLETED AT AWARD>  
(c) Mark deliverables for: <COMPLETED AT AWARD>



**SECTION E**  
**INSPECTION AND ACCEPTANCE**

E. 1     304-1 INSPECTION AND ACCEPTANCE (FEBRUARY 1985)

Pursuant to the inspection clause, Section I, final inspection and acceptance of all contracted items shall be made by the Contracting Officer.

## **SECTION F DELIVERIES OR PERFORMANCE**

### **F. 1 305-2 REPORT OF CONSULTANTS (MARCH 1986)**

The contractor must maintain a written report for the files on the results of all consultations charged to this contract. This report must include, at a minimum: (1) the consultant's name, dates, hours and amount charged to the contract, (2) the names of the contractor or subcontractor staff to whom the services are provided, and (3) the results of the subject matter of the consultations.

### **F. 2 305-4 PERIOD OF PERFORMANCE (MARCH 1986)**

The period of performance shall be from to , inclusive of all specified deliveries and/or task work.

### **F. 3 305-6 DELIVERABLES (MARCH 1986)**

All deliverables shall be submitted in accordance with the kinds, quantities and dates indicated in the attached Statement of Work.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

G. 1 306-1 INVOICE AND CONTRACT FINANCING REQUEST SUBMISSION (JAN 2007)

(A) The Government agrees to pay the Contractor, as complete compensation for all work and services performed and materials furnished under this contract those allowable costs defined in the contract clause entitled "ALLOWABLE COST AND PAYMENT" in an amount not to exceed the estimated costs specified in the contract. (B) The contractor shall submit invoices electronically as an attachment to a message to OCFOCAMINVOICING@ED.GOV. The subject area of the message shall contain the invoice number, contract number, and contract specialist's name. The electronic copy of the invoice shall be in a format that is supported by Microsoft Office (Microsoft Word or Excel), or Adobe Acrobat (.pdf). (C) The Contractor shall prepare invoices and contract financing requests in accordance with the attached billing instructions. (See DoED Billing Instructions.doc )

G. 2 306-2 ADDITIONAL REQUIREMENTS FOR CONTROL OF GOVERNMENT PROPERTY (JANUARY 1989)

(A) The contractor shall request written authorization from the contracting officer before acquiring any contractually necessary property to which the Government will have title. The request shall include complete descriptions of all individual items which will exceed \$1,000 in cost, including:

- (a) a brief statement of function;
- (b) manufacturer and manufacturer's brand name, model or part number;
- (c) vendor and its proposed price;

(B) Management of government property in the possession of the contractor shall be in accordance with FAR Part 45. The contractor shall provide an annual report of total property acquisition cost, as required by FAR 45.505-14.

G. 3 306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993)

(a) Pending the establishment of final indirect cost rates, as required by the clause entitled "Allowable Cost and Payment" FAR 52.216-7, the Contractor shall be reimbursed for its indirect costs on the basis of the negotiated provisional, or billing, rates as set forth below. Those rates shall remain in effect until the contract is modified to incorporate either negotiated final indirect rates, as directed by either paragraph (d) or (f) of the same clause, as applicable, or revised provisional indirect cost rates, as explained in paragraph (e). (b) The provisional overhead rate(s) applicable to this contract: <COMPLETED AT AWARD>

G. 4 306-8 CONTRACT ADMINISTRATOR (FEB 1985)

The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration. <COMPLETED AT AWARD> <COMPLETED AT AWARD> <COMPLETED AT AWARD>  
<COMPLETED AT AWARD> <COMPLETED AT AWARD>

G. 5 306-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (FEB 2006)

(a) The Contracting Officer's Representative (COR) is responsible for the technical aspects of the project, technical liaison with the Contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the Contracting Officer. (b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor requests for changes shall be submitted in writing directly to the Contracting Officer or through the COR. No such changes shall be made without the written authorization of the Contracting Officer. (c) The COR's name and address: <FILLED IN AT AWARD> <FILLED IN AT AWARD> <FILLED IN AT AWARD> <FILLED IN AT AWARD> The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the Contractor by the Contracting Officer in writing.

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H. 1 301-20 PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES (FEB 1995)

The contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 including Section 302, which provides that:

"No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation."

Failure to comply with the Americans with Disabilities Act of 1990, as amended, shall be considered a failure to comply with the terms of this contract.

### H. 2 307-17 CONFLICT OF INTEREST (AUG 2007)

(A) The contractor, subcontractor, employee or consultant, has certified that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:

1. Unequal access to information - a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.

2. Biased ground rules - a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,

3. Impaired objectivity - a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

- financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
- significant connections to teaching methodologies that might require or encourage the use of specific products, property or services; or
- significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.

Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(B) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, Section 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, Section 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(D) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to

the satisfaction of the Contracting Officer.

(E) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (E).

#### H. 3 307-19 REDACTED PROPOSALS (DECEMBER 1998)

The contractor shall provide a redacted copy of its successful technical proposal to the Contracting Officer within five (5) days after contract award. The redacted proposal shall be suitable for release by the Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

#### H. 4 3452.227-70 PUBLICATION AND PUBLICITY (AUG 1987)

(a) Unless otherwise specified in this contract, the contractor is encouraged to publish and otherwise promote the results of its work under this contract. A copy of each article or work submitted by the contractor for publication shall be promptly sent to the Contracting Officer's Technical Representative. The contractor shall also inform the representative when the article or work is published and furnish a copy in the published form. (b) The contractor shall acknowledge the support of the Department of Education in publicizing the work under this contract in any medium. This acknowledgment shall read substantially as follows: "This project has been funded at least in part with Federal funds from the U.S. Department of Education under contract number <COMPLETED AT AWARD> . The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

#### H. 5 316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)

The Department of Education (ED) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities. Under Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended), ED must ensure the accessibility of its programs and activities, specifically its obligation to acquire and use accessible electronic and information technology. ED maintains the manual, "Requirements for Accessible Software Design," to convey the accessibility

needs of the Department to the developers and suppliers of computer applications. To comply with the provisions of this clause, the contractor may use the edition of the ED manual "Requirements for Accessible Software Design" in effect at the date of award of this contract or any more recent edition.

A copy of the most recent edition of the manual may be found at

<http://www.ed.gov/fund/contract/apply/clibrary/software.html>

- (a) Software delivered to or developed for ED--Except as provided in paragraph (b) or (c) of this clause, all software delivered to or developed for ED, under this contract, for use by ED's employees or external customers must meet all the requirements of the ED manual "Requirements for Accessible Software Design." However, in accordance with paragraph (c) of this clause, the contracting officer may waive a particular requirement of the ED Manual, provided that ED's use of the software will meet the requirements of Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended).
- (b) Software enhanced or modified for ED--Any enhancements and other modifications, made under this contract to software for use by ED's employees or external customers,

are subject to the requirements of paragraph (a) of this clause, regardless of where or how the software was first developed. Except as otherwise specified elsewhere in the contract schedule, the contractor is only required to ensure that enhancements or modifications (not other, preexisting features or components) of the software fully comply with the accessibility requirements of paragraph (a). However, the contractor is encouraged point out any preexisting features or components that do not meet accessibility requirements and to suggest solutions to ensure the software complies.

(c) Waiver of requirements--It is recognized that new technologies may provide solutions that are not envisioned in or consistent with the provisions of the manual "Requirements for Accessible Software Design." Also, compliance with certain requirements of the manual may not be feasible for the particular software required. In such extraordinary circumstances, the contracting officer may grant a waiver, in writing, to any requirement of the manual or of this clause if it furthers a public interest of ED and will not significantly impair ED's ability to ensure accessibility of its programs and activities to all its employees and external customers, including individuals with disabilities. To request a waiver, the contractor shall notify the contracting officer in writing, listing the specific accessibility requirements that would not be met and explaining how the accessibility of a particular feature can be achieved by alternative means or why it is not feasible to make a feature of the software accessible.

(d) Condition of payment--The contractor agrees that compliance with the provisions of this clause upon delivery of the software to ED is a condition of payment under this contract.

#### H. 6 307-8 PAYMENT OF PRINTING TO BE PERFORMED BY THE GOVERNMENT PRINTING OFFICE (APRIL 1992)

The General Provisions of this contract set forth the Department's policy regarding printing to be performed in order to meet the terms of the contract. Should the services of the Government Printing Office (GPO) be required, the contractor shall request to the Department of Education to requisition those, subject to the contractor's provision of a completed SF-1, Printing and Binding Requisition to the Public Printer. Payment to the GPO shall be made directly by the Department and charged to the Contract.

#### H. 7 307-7b PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)

Except as provided below, neither the development or production of any publication or audiovisual product is authorized. In the event that development or production of any publication or audiovisual product subsequently becomes a contract requirement (expressed or implied), the contractor shall obtain approval in writing from the Contracting Officer. Until the contractor obtains such Contracting Officer approval, no costs for development or production of the publication or audiovisual product shall be allowable. The following items are excepted from the approval requirements of this clause: 1. Up to 50 copies of progress and final reports. The Contractor shall ensure that any publication or audiovisual product developed or produced under this contract is compatible with the Department of Education's responsibilities under the Sections 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and 794d, as amended, to ensure the accessibility of its programs and activities to individuals with disabilities. The contractor shall not distribute or release to the public any publication or audiovisual product developed or produced under this contract without written authorization of the Contracting Officer. To obtain this authorization, the contractor shall submit 2 copies of the publication or audiovisual product to the Contracting Officer. Since the Contracting Officer must obtain internal public affairs or other clearances, the Contractor should plan at least 45 days to obtain authorization from the Contracting Officer. The following items are approved for development or production: Deliverables produced under Task 3: Securing Subject Matter Experts (SMEs) Except as may be provided elsewhere, the contractor may develop and produce at its own expense, results of work under this contract (see Publication and Publicity).

#### H. 8 307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985)

The Contractor shall not use any contract funds, or funds from other sources, to pay the travel expenses of, or a fee to, ED employees for lectures, attending program functions, or any other activities in connection with this contract.

#### H. 9 307-3 DUAL COMPENSATION (MARCH 1985)

If a project staff member, subcontractor, or consultant is involved in two or more projects, at least one of which is supported by Federal funds, he/she may not be compensated for more than 100 percent of his/her time during any part of the period of dual involvement. That is, an individual is prohibited from receiving double payment for any given period of work.

H. 10 307-2 KEY PERSONNEL DESIGNATION (MARCH 1985)

In accordance with the contract clause entitled "Key Personnel", the following key personnel are considered to be essential to the work being performed: <COMPLETED AT AWARD>

H. 11 307-15 WITHHOLDING OF CONTRACT PAYMENTS - SECURITY (JUN 2006)

Notwithstanding any other payment provisions of this contract, failure of the contractor to submit required forms, responses or reports when due; failure to perform or deliver required work, supplies, or services; or, failure to meet any of the requirements of the contract, to include all requirements as specified in Clause 307-13 Department Security Requirements, will result in the withholding of payments under this contract in such amounts as the contracting officer deems appropriate, unless the failure arises out of causes beyond the control, and without the fault of negligence, of the contractor, as defined by the clause entitled "Excusable Delays or Default", as applicable. The Government shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted. Payment will be withheld until the failure is cured, a new delivery schedule is agreed upon, or payment is made as part of a termination settlement.

H. 12 306-10 GOVERNMENT-FURNISHED DATA (APRIL 1984)

(A) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data is not delivered on schedule, or is unsuitable for its intended use, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(B) Title to Government-furnished data shall remain in the Government.

(C) The Contractor shall use the Government-furnished data only in connection with this contract.

(D) The data will be furnished to the Contractor as specified in the Statement of Work. .

(E) Other treatment and rights shall be in accordance with the incorporated general provision titled "Government Property".

H. 13 307-13 DEPARTMENT SECURITY REQUIREMENTS (JUNE 2006)

The Contractor and its subcontractors shall comply with Department Security policy requirements as set forth in: A. The Statement of Work of this contract; B. The Privacy Act of 1974 (P.L. 93-579, U.S.C. 552a); C. The U. S. Department of Education Handbook for Information Assurance Security Policy, OCIO-01 (March 2006); and D. The U.S. Department of Education Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings." The Contractor may request copies of the above referenced documents by contacting the Contract Specialist via phone at (202) 245-6158 or via e-mail at Veronica.Price@ed.gov. Contractor employee positions required under this contract and their designated risk levels: High Risk (HR): Moderate Risk (MR): Low Risk (LR): Project Director, Meeting Coordinator, and Administrative Assistant All contractor employees must undergo personnel security screening if they will be employed for thirty (30) days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause. The contractor shall: - Ensure that all non-U.S. citizen contractor employees are lawful permanent residents of the United States or have appropriate work authorization documents as required by the Department of Homeland Security, Bureau of Immigration and Appeals, to work in the United States. - Ensure that no employees are assigned to High Risk designated positions prior to a completed preliminary screening. - Submit all required personnel security forms to the Contracting

Officer's Representative (COR) within 24 hours of an assignment to a Department contract and ensure that the forms are complete. - Ensure that no contractor employee is placed in a higher risk position than that for which he or she was previously approved, without the approval of the Contracting Officer or his or her representative, the Department Personnel Security Officer, and the Computer Security Officer. - Ensure that all contractor employees occupying High Risk designated positions submit forms for reinvestigation every five (5) years for the duration of the contract or if there is a break in service to a Department contract of 365 days or more. - Report to the COR all instances of individuals seeking to obtain unauthorized access to any departmental IT system, or sensitive but unclassified and/or Privacy Act protected information. - Report to the COR any information that raises an issue as to whether a contractor employee's eligibility for continued employment or access to Department IT systems, or sensitive but unclassified and/or Privacy Act protected information, promotes the efficiency of the service or violates the public trust. - Withdraw from consideration under the contract any employee receiving an unfavorable adjudication determination. - Officially notify each contractor employee if he or she will no longer work on a Department contract. - Abide by the requirements in Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." Further information including definitions of terms used in this clause and a list of required investigative forms for each risk designation are contained in Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." Failure to comply with the contractor personnel security requirements may result in a termination of the contract for default.

H. 14 306-6 GOVERNMENT PROPERTY ADMINISTRATOR (DECEMBER 1986)

The contracting officer shall serve as the contract property administrator. This responsibility will include arrangement of disposition on contract termination or expiration under FAR Part 45. The contractor shall furnish all required information on property to this officer.



## SECTION I CONTRACT CLAUSES

### I. 1 3452.202-1 DEFINITIONS (AUG 1987)

(Reference 3452.202-1)

### I. 2 3452.227-71 PAPERWORK REDUCTION ACT (AUG 1987)

(Reference 3452.227-71)

### I. 3 3452.228-70 REQUIRED INSURANCE (AUG 1987)

(Reference 3452.228-70)

(The following clause shall apply to contracts with organizations that have fixed indirect cost rates with carry forward adjustments approved by the Government agency responsible for negotiating the organization's indirect cost rates.)

### I. 4 3452.216-71 NEGOTIATED INDIRECT COST RATES - FIXED (AUGUST 1987)

(Reference 3452.216-71)

(The following clause shall apply to cost reimbursement contracts with nonprofit organizations other than educational institutions, hospitals, or organizations listed in Attachment C to OMB Circular A-122.)

### I. 5 3452.216-70 ADDITIONAL COST PRINCIPLES (AUG 1987)

(Reference 3452.216-70)

### I. 6 3452.237-71 SERVICES OF CONSULTANTS (AUG 1987)

(Reference 3452.237-71)

### I. 7 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES

(Reference 3452.242-73)

(The following clause shall apply as prescribed in FAR 22.202.)

### I. 8 52.222-3 CONVICT LABOR (JUN 2003)

(Reference 52.222-3)

(The following clause shall apply if the offeror did not propose facilities capital cost of money in its offer.)

### I. 9 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(Reference 52.215-17)

### I. 10 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(Reference 52.215-2)

I. 11 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(Reference 52.209-6)

(The following clause shall apply as prescribed in FAR 7.305(c).)

### I. 12 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (MAY 20-06)

(Reference 52.207-3)

I. 13 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(Reference 52.204-8)

I. 14 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006)

(Reference 52.204-7)

I. 15 52.252-2a CLAUSES INCORPORATED BY REFERENCE (MAY 2001)

The addresses referred to in clause 52.252-2 for electronic access to the full text of clauses are:  
<http://www.acquisition.gov/far/index.html> for FAR clauses and  
<http://www.ed.gov/policy/fund/reg/clibrary/edar.html> for EDAR clauses.

I. 16 3452.247-70 FOREIGN TRAVEL (AUG 1987)

(Reference 3452.247-70)

(The following clause applies except for construction and architect-engineer services or unless otherwise formally waived by the federal contract office.)

I. 17 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)

(Reference 52.228-7)

I. 18 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

(Reference 52.225-13)

(The following clause shall apply as prescribed in FAR 25.109.)

I. 19 52.225-3 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--ISRAELI TRADE ACT [AUG 2007]

(Reference 52.225-3)

I. 20 52.225-1 BUY AMERICAN ACT--SUPPLIES (JUN 2003)

(Reference 52.225-1)

(The following clause shall apply as prescribed in FAR 22.1308(b). NOTE: the reports required by the following clause shall be submitted to OASVET (VETS-100); U.S. Department of Labor; 200 Constitution Ave., NW; Washington, DC 20210.)

I. 21 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

(Reference 52.222-37)

(The following clause shall apply as prescribed in FAR 22.1408.)

I. 22 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(Reference 52.222-36)

(The following clause shall apply as prescribed in FAR 22.1308.)

I. 23 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]

(Reference 52.222-35)

(The following clause shall apply as prescribed in FAR 22.8.)

I. 24 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(Reference 52.222-26)

(The following clause shall apply as prescribed in FAR 22.6.)

I. 25 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

(Reference 52.222-20)

I. 26 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(Reference 52.242-1)

I. 27 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)

(Reference 52.233-3 I)

I. 28 52.233-1 I DISPUTES (JUL 2002)--ALTERNATE I (DEC 1991)

(Reference 52.233-1 I)

I. 29 52.232-25 PROMPT PAYMENT (OCT 2003)

(Reference 52.232-25)

I. 30 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 52.232-23)

(The following clause shall apply if the contract is incrementally funded.)

I. 31 52.232-22 LIMITATION OF FUNDS (APR 1984)

(Reference 52.232-22)

(The following clause shall apply if the contract is fully funded.)

I. 32 52.232-20 LIMITATION OF COST (APR 1984)

(Reference 52.232-20)

(The following clause shall apply as prescribed in FAR 32.111(c)(2).)

I. 33 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

(Reference 52.232-9)

I. 34 3452.243-70 KEY PERSONNEL (AUG 1987)

(Reference 3452.243-70)

I. 35 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

I. 36 52.249-14 EXCUSABLE DELAYS (APR 1984)

(Reference 52.249-14)

I. 37 52.249-6 II TERMINATION (COST-REIMBURSEMENT) (MAY 2004)--ALTERNATE II (SEP 1996)

(Reference 52.249-6 II)

(The following clause shall apply if designated.)

I. 38 52.247-34 F.O.B. DESTINATION (NOV 1991)

(Reference 52.247-34)

I. 39 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(Reference 52.246-5)

I. 40 52.243-2 II CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE II (APR 1984)

(Reference 52.243-2 II)

I. 41 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)

(Reference 52.242-15 I)

I. 42 3452.242-70 LITIGATION AND CLAIMS (AUG 1987)

(Reference 3452.242-70)

I. 43 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Sylvia E. Reid, Contracting Officer

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

I. 44 306-12 GOVERNMENT PROPERTY--RESIDUAL INVENTORY (APRIL 1984)

The Contractor is authorized to use in the performance of this contract

the residual inventory presently accountable to Contract No. ED-03-CO-0018 (See SOW, Government Furnished Property) .

I. 45 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(Reference 52.203-14)

I. 46 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007)

(Reference 52.203-13)

I. 47 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 48 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 52.203-5)

I. 49 52.203-6 I RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)-- ALTERNATE I (OCT 1995)

(Reference 52.203-6 I)

I. 50 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-8)

I. 51 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(Reference 52.215-19)

I. 52 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(Reference 52.216-7)

I. 53 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the option period.

(End of Clause)

I. 54 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within (30) Thirty days of contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least (60)Sixty days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years

(End of Clause)

I. 55 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(Reference 52.219-16)

I. 56 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

(Reference 52.222-1)

I. 57 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 2005)

(Reference 52.222-4)

I. 58 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference 52.222-21)

I. 59 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Reference 52.223-6)

I. 60 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference 52.204-4)

I. 61 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

(Reference 52.204-1)

I. 62 52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

(Reference 52.207-5)

I. 63 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)  
(Reference 52.215-8)

I. 64 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)  
(Reference 52.215-15)

I. 65 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)  
(Reference 52.222-29)

I. 66 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)  
(Reference 52.224-1)

I. 67 52.224-2 PRIVACY ACT (APR 1984)  
(Reference 52.224-2)

I. 68 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)  
(Reference 52.225-14)

I. 69 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)  
(Reference 52.227-23)

I. 70 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)  
(Reference 52.230-2)

I. 71 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)  
(Reference 52.230-3)

I. 72 52.230-4 CONSISTENCY IN COST ACCOUNTING PRACTICES (AUG 1992)  
(Reference 52.230-4)

I. 73 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)  
(Reference 52.230-6)

I. 74 52.232-17 INTEREST (JUN 1996)  
(Reference 52.232-17)

I. 75 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)  
(Reference 52.232-33)

I. 76 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)  
(Reference 52.233-4)

I. 77 52.248-1 VALUE ENGINEERING (FEB 2000)  
(Reference 52.248-1)

I. 78 52.237-3 CONTINUITY OF SERVICES (JAN 1991)  
(Reference 52.237-3)

I. 79 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)  
(Reference 52.222-50)

I. 80 52.215-2 II AUDIT AND RECORDS--NEGOTIATION (JUN 1999)--ALTERNATE II (APR 1998)  
(Reference 52.215-2 II)

I. 81 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)  
(Reference 52.242-4)

I. 82 52.243-7 NOTIFICATION OF CHANGES (APR 1984)  
(Reference 52.243-7)

I. 83 52.244-2 I SUBCONTRACTS (JUN 2007)--ALTERNATE I (JUN 2007)  
(Reference 52.244-2 I)

I. 84 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)  
(Reference 52.244-5)

I. 85 52.245-1 GOVERNMENT PROPERTY (JUN 2007)  
(Reference 52.245-1)

I. 86 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)  
(Reference 52.246-25)

I. 87 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)  
(Reference 52.203-7)

I. 88 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006)--ALTERNATE II (OCT 2001)  
(Reference 52.219-9 II)

I. 89 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)  
(Reference 52.219-8)

**SECTION J**  
**LIST OF ATTACHMENTS**

J. 1    309-1a LIST OF ATTACHMENTS (APRIL 1984)

ATTACHMENT A - OME PWS; ATTACHMENT B - OME QASP/AWARD FEE PLAN; ATTACHMENT C- TECHNICAL MANPOWER FORM; ATTACHMENT D - PAST PERFORMANCE INFORMATION; ATTACHMENT E - BUSINESS MANAPOWER FORM



**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

K. 1 310-1 REPRESENTATION AUTHORITY (JANUARY 2005)

Based on a FAR change, specifically in reference to FAR clauses 52.204-8, Annual Representations and Certifications, and 52.212-3, Offeror Representations and Certifications - Commercial Items, vendors are required to use the Online Representations and Certifications Application (ORCA), a new, web-based, Federal Integrated Acquisition Environment (IAE) initiative that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations (FAR) and previously found in Section K. Vendors should go to <http://orca.bpn.gov/> to complete the requirements of Section K of the solicitation. However, all FAR and ED clauses NOT in ORCA should still be completed.

The offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks on the following pages).

\_\_\_\_\_  
(Name of Offeror)

\_\_\_\_\_  
(RFP No.)

\_\_\_\_\_  
(Signature of  
Authorized Individual)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(TYPED NAME OF AUTHORIZED INDIVIDUAL)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

The Representations and Certifications must be executed by an individual authorized to bind the offeror.

K. 2 310-6 DUPLICATION OF COST (MARCH 1985)

The offeror represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other Government contract, subcontract, or other Government source.

K. 3 310-9 APPROVAL OF ACCOUNTING SYSTEM (MARCH 1985)

The offer [ ] does, [ ]does not, have an approved accounting system for

purposes of cost reimbursement under this requirement. If so, specify the approving government audit agency or office and the date of approval.

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(Date)

K. 4 310-16 POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985)

The contractor certifies that in developing a proposal in response to the solicitation for this contract, it has not utilized the services of any former Education Department (ED) employee who, while working for the Government, participated personally and substantially in, or was officially responsible for, the development or drafting of the solicitation for this contract. The contractor further certifies that it did not utilize the services of such an ED employee in assisting or representing the offeror at negotiations for this contract.

K. 5 310-10 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at ED or update all outdated information on file.

(A) Contractor's Name: \_\_\_\_\_

(B) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):  
\_\_\_\_\_  
\_\_\_\_\_

(C) Telephone Number: \_\_\_\_\_

(D) Individual(s) to contact re this proposal: \_\_\_\_\_  
\_\_\_\_\_

(E) Cognizant Government:  
Audit Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Auditor: \_\_\_\_\_

(F) (1) Work Distribution for the Last Completed Fiscal Accounting Period:  
Sales:  
Government cost-reimbursement type prime contracts and subcontracts: \$\_\_\_\_\_  
Government fixed-price prime contracts

and subcontracts: \$ \_\_\_\_\_  
Commercial Sales: \$ \_\_\_\_\_  
Total Sales: \$ \_\_\_\_\_  
(2) Total Sales for first and second fiscal  
years immediately preceding last completed  
fiscal year.  
Total Sales for First Preceding Fiscal Year \$ \_\_\_\_\_  
Total Sales for Second Preceding Fiscal Year \$ \_\_\_\_\_  
(G) Is company an ED rate entity or division?

\_\_\_\_\_  
If a division or subsidiary corporation, name parent  
company:

(H) Date Company Organized: \_\_\_\_\_  
(I) Manpower: \_\_\_\_\_  
Total Employees: \_\_\_\_\_  
Direct: \_\_\_\_\_  
Indirect: \_\_\_\_\_  
Standard Work Week (Hours): \_\_\_\_\_  
(J) Commercial Products: \_\_\_\_\_

(K) Attach a current organizational chart of the company.  
(L) Description of Contractor's system of estimating and  
accumulating costs under Government contracts. (Check  
appropriate blocks.)

	Estimated/ Actual Cost	Standard Cost
Estimating System		
Job Order	_____	_____
Process	_____	_____
Accumulating System		
Job Order	_____	_____
Process	_____	_____

Has your cost estimating system been approved by any  
Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, give name and location of agency: \_\_\_\_\_

Has your cost accumulation system been approved by any  
Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, give name and address of agency: \_\_\_\_\_

(M) What is your fiscal year period?  
(Give month-to-month dates):

\_\_\_\_\_  
What were the indirect cost rates for your last completed  
fiscal year?

Fiscal Year	Indirect Cost Rate	Basis Allocation
Fringe Benefits	_____	_____
Overhead	_____	_____
G&A Expense	_____	_____
Other	_____	_____

(N) Have the proposed indirect cost rate(s) been evaluated and  
accepted by any Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, name and location of the Government agency: \_\_\_\_\_

\_\_\_\_\_  
Date of last pre-award audit review by a Government agency:

(If the answer is no, data supporting the proposed rates  
must accompany the cost or price proposal. A breakdown of  
the items comprising overhead and G&A must be furnished.)

(O) Cost estimating is performed by:  
Accounting Department: \_\_\_\_\_  
Contracting Department: \_\_\_\_\_  
Other (describe) \_\_\_\_\_

(P) Has system of control of Government property been approved  
by a Government agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, name and location of the Government agency: \_\_\_\_\_

(Q) Purchasing Procedures:  
Are purchasing procedures written? Yes \_\_\_\_\_ No \_\_\_\_\_  
Has your purchasing system been approved by a Government  
agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, name and location of the Government agency: \_\_\_\_\_

(R) Does your firm have an established written incentive  
compensation or bonus plan? Yes \_\_\_\_\_ No \_\_\_\_\_

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are /\_/ are not /\_/ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have /\_/ have not /\_/, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are /\_/ are not /\_/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has /\_/ has not /\_/, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K. 7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /\_/ has, /\_/ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It /\_/ has, /\_/ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K. 8 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) "Definitions."

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) "Taxpayer Identification Number (TIN)."

/\_/ TIN: \_\_\_\_\_.

/\_/ TIN has been applied for.

/\_/ TIN is not required because:

/\_/ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

/\_/ Offeror is an agency or instrumentality of a foreign government;

/\_/ Offeror is an agency or instrumentality of the Federal Government.

(e) "Type of organization."

/\_/ Sole proprietorship;

/\_/ Partnership;

/\_/ Corporate entity (not tax-exempt);

/\_/ Corporate entity (tax-exempt);

/\_/ Government entity (Federal, State, or local);

/\_/ Foreign government;

/\_/ International organization per 26 CFR 1.6049-4;

/\_/ Other \_\_\_\_\_.

(f) "Common parent."

/\_/ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

/\_/ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of Provision)

#### K. 9 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

#### K. 10 307-17a CONFLICT OF INTEREST CERTIFICATION (AUG 2007)

(A) The contractor, subcontractor, employee or consultant, by signing the form in this clause, certifies that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:

1. Unequal access to information # a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.

2. Biased ground rules # a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,

3. Impaired objectivity # a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

- financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

- significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property or services; or

- significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.

Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term

"potential conflict" means reasonably foreseeable conflict of interest.

(B) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, Section 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, Section 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(D) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.

(E) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (E).

#### Conflict of Interest Certification

The Offeror, \_\_\_\_\_, hereby certifies that, to the best of their knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. \_\_\_\_\_ that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The Offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such Conflict of Interest (or apparent conflict of interest).

Offeror's Name \_\_\_\_\_

RFP/Contract No. \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror /\_\_\_\_\_/ does /\_\_\_\_\_/ does not certify that--

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act--

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision--

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

K. 12 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611

(2) The small business size standard is \$6.5 Million

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronic ally, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

/\_\_\_/ (i) Paragraph (c) applies.

/\_\_\_/ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K. 13 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, /\_/ intends, /\_/ does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

(End of Provision)

K. 14 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It /\_/ has developed and has on file, /\_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It /\_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)



**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L. 1    307-1 ORDER OF PRECEDENCE (SOLICITATION) (NOVEMBER 1986)**

Any inconsistency in this solicitation shall be resolved by giving

precedence in the following order:

- (a) the Schedule (excluding the work statement or specification),
- (b) representations and other instructions,
- (c) contract clauses (Section I)
- (d) any incorporated documents, exhibits, or attachments, excluding the work statement or specifications, and
- (e) work statement or specifications.

**L. 2    52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

- (2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of Provision)

**L. 3    311-1 TYPE OF CONTRACT (MARCH 1986)**

The Government contemplates award of a Cost Plus Award Fee type contract from this solicitation.

**L. 4    311-2 GENERAL INSTRUCTIONS (APRIL 1999)**

The following instructions establish the acceptable minimum requirements for the format and content of proposals: Your special attention is directed to the requirements for technical and business proposals and past performance report to be submitted in accordance with these instructions. Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Copies of general provisions may be obtained by contacting the Contracting Officer. Any additional clauses required by public law, executive order, or acquisition regulations, in effect at the time of execution of the proposed contract, will be included. The proposal must be prepared in three parts: A "Technical Proposal," "Business Proposal," and a "Past Performance Report." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. The technical proposal must not contain reference to cost; however, resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that your understanding of the scope of the work may be evaluated. It must disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions. The proposal must be signed by an official authorized to bind your organization. You must submit an original and copies of your technical proposal and an original and (5) five copies of your business proposal and an original and one copy of your past performance report to: U.S. Department of Education Contracts and Acquisitions Management 550 12th Street, SW, 7th Floor Room 7165, Washington, DC 20202 Hand-carried proposals must be delivered by entering the building and stopping at the Guard's Desk. Offerors are directed to call (202) 245-6158 or Elizabeth Price (202) 245-6185, the Contracts and Acquisitions Management Procurement Technician responsible for receiving proposals (if no answer is received at this number

please call the number listed under clause 311-6). Offerors should indicate the RFP number for which they are submitting a proposal and should have proper identification. Offerors will be required to sign in and be escorted to Contracts and Acquisitions Management, where the proposal will be officially received. Offerors should consider this delay in meeting the time specified for proposal receipt. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M (if applicable) of this request for proposals. Offerors are encouraged to submit proposals on recycled paper with a high post-consumer waste content. It is understood that your proposal will become part of the official contract file. The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition. The RFP and all of the attachments including the Statement of Work will be available on the OCFO Web Site from the Contract Information/Contract Documents On-Line Page. The Internet address is <http://www.ed.gov/fund/contract/apply/currrfp.html>. For technical questions on the Contracts Information Web Site, call Gary Weaver at 202/245-6138.

#### L. 5 311-3 TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986)

Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. You must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives. A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks. You must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished. The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent experience, and specific requirement related or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included. The proposed staff hours for each of the above individuals should be allocated against each task or subtask for the project. The technical proposal must provide the general background, experience, and qualifications of the organization. Similar or related contracts, subcontracts, or grants should be included and contain the name of the customer, contract or grant number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer. The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract. The technical proposal must be prepared and submitted in the following format: Additional Technical Proposal Instructions

Organization of the Technical Proposal - Technical proposals shall contain the following sections:

1. Table of Contents: The technical proposal shall contain a table of contents that lists sections, subsections, page numbers and the primary author(s) of each section/subsection. The purpose of the table of contents is to allow reviewers to quickly find important sections within the proposal and to clearly identify the primary author(s) of each section.
2. Executive Summary: The executive summary shall briefly summarize the key points from the proposal and provide an overview of the offeror's understanding of the project's objectives, scope of work, and planned products.

Front Title Page - 1 page

- \* Volume number (e.g., Volume I, Volume II or Volume III),
- \* Type of document (e.g., Technical Proposal, Business Proposal or Past Performance Report),
- \* Name of the government solicitation (i.e., Migrant Education Coordination Support contract),
- \* The government solicitation number (i.e., RFP number),
- \* Offeror's name,
- \* Data Universal Numbering System (DUNS) number (i.e., the nine-digit number assigned by Dunn and Bradstreet Inc.),
- \* Date of submission (e.g., March 14, 2008),
- \* Copy number (e.g., Copy 2 of 4)

Interior Cover Page - 1 page

- \* Name of the solicitation (i.e., Migrant Education Coordination Support contract);
- \* The solicitation number (i.e., RFP number);
- \* The name, address, telephone number, facsimile number, and e-mail address (if available) of the offeror;
- \* The names, titles, and telephone number, facsimile number, and e-mail address (if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- \* The name, title, and signature of the person authorized to sign the proposal and bind the offeror's organization. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless evidence has been previously furnished to the issuing office.
- \* A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation (e.g., agree fully or specify any exception) and agreement to furnish any or all items upon which prices are offered at the price set opposite each item.

3. Technical Plan: This section shall fully describe the technical approach the offeror shall employ to implement the tasks described in the Performance Work Statement, particularly (1) providing meeting planning and logistical support, and (2) recommending and procuring subject matter experts to support national Migrant Education Program coordination initiatives.

Meeting planning and logistical support. In addition to describing how to implement the meeting planning and logistical support tasks in the Performance Work Statement, the offeror should describe its capability to (1) manage concurrent meetings or meetings scheduled in very close succession, (2) handle meetings at a number of locations, in addition to Washington, D.C., (3) execute a meeting with as little as three weeks of preparation time before the event, and (4) identify potential and/or anticipated problems that could occur in planning meetings (e.g., cancelled flights due to bad weather), and suggest proposed solutions and/or variations in the design of the work to facilitate the successful completion of the tasks.

Recommend and procure subject matter experts. Propose an approach to providing or procuring (as a consultant or subcontractor) subject matter experts to perform the sample coordination tasks described in the Performance Work Statement (see Section 6.0, Task 3). Name and provide full contact information and a resume for two (2) or more individuals that the offeror proposes to use as subject matter experts in each of the following areas: (1) comprehensive needs assessment, (2) recommend surveys/evaluation instruments, (3) service delivery plan, (4) program evaluation, (5) binational activities, (6) secondary school youth and/or out-of-school youth, (7) research, (8) technical writing, and (9) technical meeting support. For any subject matter expert whom the offeror does not currently employ, provide a signed and dated Letter of Commitment.

4. Management Plan: The offeror must have an effective management system that enables tasks to be completed on schedule, within budget and with a high level of quality. This section must (1) list and describe each task, (2) indicate the names and labor category of personnel who will be assigned to each task (e.g., Chris Smith, Project Manager), and (3) indicate the number of person days to be allocated for each person by task. Describe how short-term increases and decreases in the workload and changes in customer needs will be accommodated.

Describe the offeror's proposed organizational structure for performing and managing the work described in the Performance Work Statement. Provide an organizational chart that clearly identifies all positions in the management and meeting planning team and the proposed lines of authority, responsibility, and communication within the prime contractor and with subcontractors and/or consultants (where applicable).

Indicate the non-personnel resources, facilities, and equipment that are available to carry out the activities in the Performance Work Statement.

Describe the offeror's capability to produce and submit accurate, detailed and timely monthly expenditure reports to the Government as described in the Performance Work Statement (see Section 6.0, Task 4, Monthly Reporting). Describe how the offeror will ensure that the Government is invoiced (i.e., billed) monthly, and that invoices contain supporting documentation of all expenditures (e.g., receipts).

Describe its process-including inspections-for ensuring the quality of products developed by contract staff, subcontractors and/or consultants (where applicable) to ensure that only high quality, timely and cost-efficient products and services are submitted to the Government. Describe how the workload will be managed to ensure that deadlines will be met, and how the offeror will control costs, including ensuring that contract staff, subcontractors and/or consultants (where applicable) are efficient and highly productive.

5. Personnel: Identify all proposed personnel (including subcontractors) and describe their respective roles, duties and responsibilities in implementing the contract. Describe their work experience, education, training and skills in performing work similar to that outlined in the solicitation, with emphasis on the experience, skills and abilities described below.

\* The Project Manager (PM) is responsible for the overall direction and management of contractor activities. The PM serves as a liaison with ED, reports on the progress of tasks, produces required reports, and conducts a quality review of all deliverables before submission to ED staff. The PM must have 3 or more years of experience managing logistics for large meetings, developing and monitoring the budget for a large contract, coordinating multiple tasks, following project schedules, ensuring the quality and timeliness of contract deliverables, supervising professional staff, developing an effective working relationship with clients, and dealing with Federal, State, and local agencies and offices on sensitive policy issues. The PM must be able to produce the reports identified in the Performance Work Statement (see Task 4), and be proficient in the use of Microsoft Excel.

\* The Professional Meeting Planner(s) must have 3 or more years of experience implementing and coordinating meeting functions and must be a certified meeting professional as of the effective date of the contract. The professional meeting planner is responsible for making the logistical arrangements and preparing materials for all meetings authorized in the Performance Work Statement. The professional meeting planner must work with ED staff to plan meetings, oversee hotel arrangements, make and pay for travel arrangements for participants who require travel support, prepare meeting materials, purchase needed meeting supplies, and make all other logistical arrangements attendant to these meetings. The professional meeting planner must have experience and/or training in negotiating favorable airfares and rates with hotels. The professional meeting planner must have strong communication and client-relations skills, excellent problem solving skills, the ability to handle multiple tasks with short deadlines, and great attention to detail.

Provide current resumes for all personnel in an Appendix to the Technical Proposal. Resumes are limited to three single-spaced pages per resume. At a minimum, the following information should be included on each resume:

- \* Name,
- \* Education and relevant training, including degree(s)/professional certifications, major field(s) of study/discipline(s), year(s) in which degree(s) were conferred, and conferring institution(s);
- \* Relevant recent work history, beginning with the current position and working backwards, including name and address of employer, position(s) held, dates of employment, duties and responsibilities, and contact information for supervisor/client
- \* Professional affiliations and/or professional recognition

Describe the Project Manager's authority to manage the contract, including the ability to recruit, hire, train, reward and remove staff, subcontractors and/or consultants to ensure the consistent quality and availability of professional staff over the life of the contract. Describe the tools/methods/strategies to be used to identify and deal with staff, consultants and/or subcontractors who are performing poorly or producing substandard work. Describe strategies for maintaining continuity in the event of staffing changes or other unanticipated work interruptions.

Use the Manpower Utilization Form-Technical Proposal Format provided in Attachment C to clearly identify all proposed personnel under the contract. For each staff member and/or subcontractor, provide the individual's:

- \* name,
- \* position title,
- \* designation (e.g., key personnel or not key personnel),
- \* proposed days devoted to this contract each year (provide the basis for calculating proposed days), and
- \* other work commitments for each proposed staff member.

For all proposed personnel whom the offeror does not currently employ, submit a signed and dated Letter of Commitment that the individual will accept employment on the contract for a minimum of two years. Failure to submit a Letter of Commitment shall result in an adverse impact on the technical evaluation of the proposal.

7. Capabilities and Experience: Describe the Offeror's organizational capabilities and experience in performing work that is the same as or similar to the work described in the PWS (i.e., providing meeting logistics, capable subject matter experts, and detailed and accurate financial reports). Identify which contracts demonstrate that high quality subject matter experts were provided. Supply evidence of the institution's ability to produce or oversee the production of high quality and timely products and services, be responsive to technical direction, satisfy customers, perform within or below budget, use cost efficiencies, provide timely, accurate and complete monthly progress reports, expenditure reports, and billings/invoices.

Briefly describe the organization's relevant experience in conducting activities similar to those proposed in the Performance Work Statement. Provide a list of recent similar contracts and samples of products related to this solicitation in Volume III, the Past Performance Report (see further instructions later in this document). In particular, in the Appendices, provide examples of (1) a clearly written communication that provides instructions to meeting participants who require travel support (e.g., what the participant needs to do to allow the offeror to make the participant's travel arrangements; the offeror's travel and reimbursement policies), (2) meeting minutes or proceedings, and (3) a summary of meeting evaluations.

8. Small Business Subcontracting. Provide clear, detailed evidence that offeror is a small business or that small businesses will receive adequate and meaningful work under the contract and submit a viable small business subcontracting plan. The small business subcontracting plan should (1) identify small businesses and the percentage of tasks to be completed by small businesses; (2) demonstrate the Offeror's commitment to use small businesses; and (3) contain all of the elements required by the Section M clause entitled FAR 52.219-9 Small Business Subcontracting Plan (SEP 2006).

9. Alternate Approaches. Offerors are encouraged to suggest better and/or more efficient ways to conduct this work than those outlined in the Performance Work Statement. These proposals may be considered if overall performance would be improved or not compromised and if they are in the best interest of the Government. Offers shall identify, fully describe and justify significant differences in approaches from those described in the Performance Work Statement, including cost implications of alternative approaches.

#### L. 6 311-5 FORMS CLEARANCE PROCESS (MARCH 1986)

Reference is made to the General Provision entitled "Paperwork

Reduction Act." If the contractor has proposed the use of any plan, questionnaire, interview guide or other similar device which calls either for answers to identical questions from ten or more persons

other than Federal employees or information from Federal employees which is outside the scope of their employment, any of which is to be used by the Federal Government or disclosed to third parties, clearances from the Deputy Under Secretary for Management or his/her delegate within the Department of Education and the Office of Management and Budget shall first be obtained. Those should be expected to take at least 120 days together. Offerors' proposals shall accordingly reflect that 120 day period in proposal timelines if the Paperwork Reduction Act is applicable.

#### L. 7 311-4 BUSINESS PROPOSAL INSTRUCTIONS (AUG 2007)

The offeror(s) business proposal must contain the following information. This RFP may contain additional RFP-specific business proposal instructions elsewhere in Section L or in Section J. A. Standard Form 33, "Solicitation, Offer and Award", the Special Provision article entitled "Contract Administrator," and "Representations, Certifications, and Other Statements of Offerors or Quoters of Section K" must be properly filled out and signed by an official authorized to bind the offeror. Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP. B. A detailed task-by-task cost proposal - The cost proposal must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amount and to otherwise meet, if necessary, the requirements for certified cost or pricing data under FAR 15.408. All elements contributing to cost, including categories and amounts of labor, materials, indirect costs or overheads, travel, computer time, etc., shall be treated thereunder in accordance with the instructions contained in Table 15-2 of FAR 15.408 and supportive data for those also attached as required. Other cost proposal considerations: (1) The cost for individual elements, such as analytical studies, reports, etc., shall be itemized by tasks. (2) The estimated costs of each period or phase shall be itemized. Within each period or phase, the estimated costs for each task of the statement of work shall be itemized. (3) In addition to the required hard copy, offerors are encouraged to submit cost and pricing data in Lotus 1-2-3 or Excel readable spreadsheet Format. This will facilitate the Government's analysis and evaluation of your cost proposal. C. Property and equipment - It is ED policy that contractors provide all equipment and facilities necessary for performance of contracts; If additional equipment must be acquired, you must include in your proposal the description and estimated cost of each item, and whether you propose to acquire the item with your own funds. The description shall include the following elements for individual items which will exceed \$1,000 in cost: (1) A brief statement of function; (2) manufacturer and manufacturer's brand name, model or part number; and (3) vendor and its proposed price. You must identify all Government-owned property in your possession and all property acquired from Federal funds, to which you have title, that is proposed to be used in the performance of the prospective contract. D. Other Administrative Details: (1) The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations. (2) Block 12 of Standard Form 33 must contain a Statement to the effect that your offer is firm for a period of at least 90 calendar days from the date of receipt of offers specified by the Government. E. Responsibility of Prospective Contractor - In order for an offeror to receive a contract, the contracting officer must first make an affirmative determination that the prospective contractor is responsible in accordance with the provisions of FAR 9.104. To assist the contracting officer in this regard, the offeror shall supply sufficient categorical descriptions and statements to establish the following: (1) The offeror's financial capability; including detail for the accounting system and controls employed by the offeror; (2) the offeror's capability to meet delivery or performance schedules; (3) the offeror's record of past performance, including a listing of references with contract and grant numbers and the addresses and phone business. (4) the offeror's record of business integrity; (5) the offeror's possession of necessary organizational experience, technical skills or the ability to obtain them; (6) the offeror's possession of necessary facilities; or the ability to obtain them; (7) the offeror's compliance with subcontract requirements; and (8) any other special considerations involved in the acquisition. F. Conflict of Interest Plan - The Offeror shall submit a Conflict of Interest Plan, providing details on its policies and procedures to identify and avoid potential organizational or personal conflicts of interest (or apparent conflicts of interest). The Plan should also address procedures taken to neutralize or mitigate such conflicts, if they have not been or cannot be avoided. The Plan should indicate that such policies and procedures are operative throughout the period of performance of the contract or task order. The policies should address, at a minimum, gifts, outside activities financial interests, or other significant connections or identifications that would establish, or give the appearance of establishing, a conflict of interest. A method for periodically reviewing financial interests of employees, subcontractors and consultants, and their immediate families, in order to assess actual or apparent conflicts of interest should be included in the plan. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The thoroughness, completeness and effectiveness of the Plan shall be evaluated as part of the Offeror's overall proposal. The Plan will be incorporated into the contract or task order awarded to the successful Offeror. NOTE: THESE DESCRIPTIONS AND STATEMENTS SHOULD ALSO BE INCORPORATED IN THE TECHNICAL PROPOSAL, AS CONDUCIVE OF SEPARATE EXAMINATION BY THE TECHNICAL EVALUATORS DURING THE PROCESS OF TECHNICAL EVALUATION.

L. 8 Additional Business Instructions

Additional Business (Cost/Price) Proposal Instructions

A. Format - \*Front Title Page & Interior Cover Page - 1 page; \*Table of Contents - 1 page;  
\* An overall budget summary for the contract base year & 4 option years - 1 page; \* An annual budget summary and a detailed budget for the base year and 4 option years - no limit

B. Level of Effort - The Government estimates that the level of effort required to execute the logistics tasks described in the Performance Work Statement is roughly 4100 hours per performance period, or a total of 20,500 hours if all option years are exercised (the level of effort required by subject matter experts is specified in the Performance Work Statement).

C. Labor Rate Build-Up - The proposed labor rate shall be the unburdened, direct labor rate of the proposed personnel, with the build-up to the billable fully burdened labor rate clearly shown (i.e. base rate with the proper allocation of all applicable indirect rates - fringe, overhead, and G&A).

D. Manpower Utilization Form - Offeror's shall use the Manpower Utilization Form - Cost Proposal Format provided in Attachment E to clearly identify all proposed personnel under the contract. This form shall be submitted IN ADDITION TO and compliment the offerors full cost proposal. The labor hours for proposed project personnel shall be easily reconciled with the person-loading chart provided in the technical proposal. In other words, the hours shown for each person and labor category by-task should be consistent over both technical and cost proposals.

E. Indirect Cost Rates - The offeror shall provide both the entity's most recent indirect cost rate agreement signed by a cognizant agency/entity and the cost categories that it would be applied against (e.g., salaries and wages). If the offeror does not possess said documentation, submission of a certified statement providing rationale for the indirect rates applied shall be submitted.

F. Business Size Standard - The cost proposal shall clearly indicate the business size standard of the offeror and each proposed sub-contractors and shall clearly detail their portion of the costs, for each sub-contractor and overall. Additionally, each offeror shall submit a viable, Small Business Subcontracting Plan (where applicable).

G. Escalation Rate - Offerors shall include in the proposal any inflation rates applicable to wages or other costs anticipated in the option years. All option year costs shall reflect the effect of any anticipated inflation. However, in accordance with FAR 52.222-43, escalation rates of employees covered by the Service Contract shall not be reflected in the price proposal.

H. Option Year Pricing - Except when it is determined not to be in the Government's best interests in accordance with FAR 17.206(b), the Government will evaluate offers by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

The submission of these items to the Department of Education shall constitute the offeror's promise to comply with the terms and conditions of the proposal, RFP and Performance Work Statement.

L. 9 311-6 CLARIFICATION QUESTIONS (APRIL 1998)

Offerors must submit all clarification questions concerning this solicitation in writing to the contract specialist. Questions may be submitted via E-Mail, fax or regular mail to:

Veronica L. Price, Contract Specialist US Department of Education OCFO/Contracts and Acquisitions Management 550-12th Street, SW Room 7165 Washington, DC 20202-4210 /Veronica.Price@ed.gov with a cc: to Sylvia.Reid@ed.gov (Contracting Officer)  
ED will accept clarification questions until April 4, 2008 . After this date ED does not guarantee that a response will be given.

Oral explanations or instructions given by the Government before the award of the contract(s) shall not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if a lack of it would be prejudicial to any other prospective offerors.

L. 10 311-7 PROVISION FOR EVALUATION FACTOR AMENDMENTS (MARCH 1986)

It is hereby provided that the evaluation factors for award under Section M herein shall not be modified except by a formal amendment to this solicitation and that no factors other than those set forth in that section shall be used in the evaluation of the technical proposals.

L. 11 311-9 COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT(JUNE 1998)

Small Business Comments are Important:

The Small Business and Agriculture Regulatory Enforcement Ombudsman and 10 Regional Fairness Boards were established to receive comments from small businesses about federal agency enforcement actions. The Ombudsman will annually evaluate the enforcement activities and rate each agency's responsiveness to small business. If you wish to comment on the enforcement actions of the U.S. Department of Education, call 1-888-REG-FAIR (1-888-734-3247).

L. 12 314-1 PAST PERFORMANCE REPORT (MAR 1996)

Each offeror shall submit the following information as a separately bound part of its proposal for both the offeror and proposed major subcontractors. Major, as defined here and in the remainder of sections L and M regarding past performance, is any subcontractor that is subcontracted for a minimum of 25% of the total contract amount. Each major subcontractor shall identify the name of the prime contractor on each of its past performance forms. If the offeror has no relevant corporate or organizational past performance, the offeror may substitute past performance of a predecessor company or of the offeror's management or proposed key personnel who have relevant experience.

A. Each offeror shall submit information about its most recent four contracts, completed in the last three years or currently in process, which are of similar size, scope, complexity or, in any way, are relevant to the effort required by this solicitation. If the offeror's last four similar contracts are all currently in process, submit the last three similar contracts currently in process, and the most recent similar contract completed within the last three years. Contracts listed may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Contracts with the parent or an affiliate of the offeror may not be used.

Include the following information for each contract and subcontract:

1. Identification
  - a. Name of the contracting activity
  - b. Program title or product name
  - c. Contract number
  - d. Contract type
  - e. Period of performance, including all option periods
  - f. Contract Value:
    - (1) Initial projected total contract amount including all option periods

- (2) Final or current projected total contract amount including all option periods
  - g. Points of Contact
    - (1) Contracting officer and telephone and fax number and e-mail address (if known)
    - (2) Administrative contracting officer, if different from above, and telephone and fax number and e-mail address (if known)
    - (3) Program manager, COTR or technical officer and telephone and fax number and e-mail address (if known)
  2. Work performed and relevance
    - a. Brief synopsis of work performed
    - b. Brief discussion of how the work performed is relevant to the statement of work in this solicitation
    - c. Brief, specific examples of the offeror's high quality performance
  3. If any of the listed contracts are award-fee or incentive contracts, include a table showing fees awarded and the minimum and maximum available fee for each period.
  4. Paragraph E. below requires you to send a copy of the "Contractor Information Form" to each of your references. In your past performance report, include:
    - a. The date you sent the "Contractor Information Form" to each reference.
    - b. How you sent it (e.g., fax, mail, express delivery service, courier, e-mail, etc.).
    - c. To whom you sent it including telephone and fax number and e-mail address (if known).
- B. The offeror may provide information on problems encountered on the contracts and subcontracts identified in A above and corrective actions taken to resolve those problems. Other than the information requested in A above, offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.
- C. Offerors should understand the difference between experience and past performance. Experience reflects the offeror's capability of performing a requirement. Past performance reflects how well it has performed similar requirements. In assessing past performance, the quality of the offeror's past performance is of primary significance, not the quantity of previous contracts performed. An offeror's experience will be evaluated in the technical proposal. For further guidance on including information on experience or how experience will be evaluated refer to the technical proposal instructions and evaluation criteria.
- D. The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599). Identify which segment of the company (one division or the entire company) received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply. Information about awards will be considered in evaluation of each of the past performance subfactors described in Section M. The offeror may describe how the award relates to one or more of the subfactors.
- E. No later than the date proposals are due under this solicitation (see Block 9 of Standard Form 33), send a copy to each of your four references of the "Contractor Performance Information" form attached to this solicitation. Ask each reference to complete the form and return it to the contracting officer as prescribed on the form. Completed forms from references are due 10 calendar days after the date proposals are due under this solicitation. Request that the reference please return the completed form to the contracting officer by this date. Do not ask the reference to give you a copy of the completed form or any information therefrom. Beyond that initial request, you do not need to follow up with the reference; the contracting officer will contact the reference if necessary.
- F. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.



The "Contractor Performance Information" form identified in Section J will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received in the evaluation of the offeror's past performance.

L. 13 52.215-1 I INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)--ALTERNATE I (OCT 1997)

(a) "Definitions." As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) "Amendments to solicitations." If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) "Submission, modification, revision, and withdrawal of proposals."

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) "Submission, modification, revision, and withdrawal of proposals."

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award,

subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) "Offer expiration date." Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) "Restriction on disclosure and use of data." Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) "Contract award."

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(f)

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

L. 14 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

## SECTION M EVALUATION FACTORS FOR AWARD

### M. 1 312-2 EVALUATION FACTORS FOR AWARD (MAY 2004)

(A) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, has no deficiencies (as defined in FAR 15.001) and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, price will be a substantial factor in source selection, however quality factors (including technical merit and past performance), considered together, are significantly more important than cost or price. The contracting officer will determine whether the difference in quality is worth the difference in cost or price.

#### (B) Past Performance

1. Each offeror's past performance will be evaluated based on the subfactors below. The past performance rating will be combined with the technical rating at a ratio of 36% past performance to technical to produce a combined quality rating. The relative importance of combined quality factors to cost or price is described in paragraph (A).
  2. Past performance subfactors:
    - a. Quality of Product or Service - compliance with contract requirements - accuracy of reports - appropriateness of personnel - technical excellence.
    - b. Problem Resolution - anticipates and avoids or mitigates problems - satisfactorily overcomes or resolves problems - prompt notification of problems - pro-active - effective contractor-recommended solutions.
    - c. Cost Control - within budget - current, accurate and complete billings - costs properly allocated - unallowable costs not billed - relationship of negotiated costs to actual - cost efficiencies.
    - d. Timeliness of Performance - meets interim milestones - reliable - stays on schedule despite problems - responsive to technical direction - completes on time, including wrap-up and contract administration - no liquidated damages assessed.
    - e. Business Relations - effective management - use of performance-based management techniques - business-like concern for the customer's interests - effective management and selection of subcontractors - effective small/small disadvantaged business subcontracting program - reasonable/cooperative behavior - effective use of technology in management and communication - flexible - minimal staff turnover - maintains high employee morale - resolves disagreements without being unnecessarily litigious.
    - f. Customer Service - understands and embraces service and program goals - team approach with the customer - satisfaction of end users with the contractor's service - positive customer feedback - prompt responses - courteous interactions - effective escalations and referrals - initiative and proactive improvements - creative service strategies.
- Bonus Rating--Where the offeror has demonstrated an exceptional performance level in any of the above six subfactors, the contracting officer may give additional consideration for that factor. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance level of "excellent."
3. Past performance evaluation will be based on information obtained from the awards and references listed in the offeror's proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any major subcontractors, and key personnel records. The currency and relevance of the information, source of the information, context

of the data, and general trends in contractor's performance will be considered. The contracting officer will give greater consideration to information about an offeror's past performance that the contracting officer considers either more reliable or more relevant to the effort required by this solicitation.

4. Evaluation of past performance may be quite subjective, based on consideration of all relevant facts and circumstances. It will include consideration of the offeror's commitment to customer satisfaction and will include conclusions of informed judgement.
5. An offeror will be given an opportunity to discuss adverse past performance information, if the offeror has not had a previous opportunity to comment on the information. The contracting officer may review recent contracts to ensure that corrective measures raised in discussions have been implemented. Prompt corrective action in an isolated instance might not outweigh an overall negative trend.
6. If no relevant information on past performance is available for an offeror, the offeror will not be evaluated favorably or unfavorably credit.

(C) Technical Evaluation Criteria: In accordance with the technical evaluation criteria, technical solutions that exceed any mandatory minimums will be given appropriate evaluation.

#### Section M - Technical Evaluation Factors for Award

All proposals received will be evaluated based on the following criteria/factors:

The maximum total technical score an offeror can receive is 100 points.

##### 1. Technical Plan (30 points)

The Offeror describes an approach to completing the tasks required by the Performance Work Statement (PWS) that is comprehensive and covers all tasks outlined in the PWS. The proposal is detailed and describes cost-efficient, realistic, and practical strategies to complete all required tasks that should yield high quality results.

Meeting planning and logistical support.

\* The Offeror has demonstrated specialized knowledge, skill and ability in planning, organizing and implementing all logistical aspects of each of the types of meetings described in the PWS in a timely, detailed and cost-effective manner (i.e., (1) conferences that have 75 or more participants, (2) meetings that have 26-74 participants, and (3) ad hoc work group meetings that have 25 or fewer participants).

\* The Offeror has demonstrated the ability to (1) manage concurrent meetings or meetings scheduled in very close succession, (2) handle meetings at a number of locations, in addition to Washington, D.C., and (3) execute a meeting with as little as three weeks of preparation time before the event. The Offeror has identified common problems that could occur in planning the meetings and has proposed reasonable and efficient solutions.

Recommend and procure subject matter experts.

\* The proposed approach to providing or procuring subject matter experts to perform the sample tasks described in the PWS (see Section 6.0, Task 3) appears reasonable and results in identifying high quality subject matter experts on the sample topics in the PWS. The proposed subject matter experts identified for each topical area appear to have the requisite skills, abilities, experience and expertise to perform the required work as substantiated by their resumes. For any proposed subject matter experts who the offeror does not currently employ, the Offeror has provided a signed and dated Letter of Commitment.

##### 2. Management Plan (20 points)

\* The Offeror has demonstrated a clear understanding of the tasks to be completed and its ability to manage the workload to ensure that deadlines are met, a high level of quality is maintained, and costs are controlled, including ensuring that contract staff, subcontractors and/or consultants (where applicable) are efficient and highly productive. The Offeror has proposed using an appropriate mix of labor categories to perform tasks (e.g., Project Manager, Professional Meeting Planner, Administrative Assistant, etc.) and has proposed a reasonable and realistic number of labor hours for each labor category. The Offeror has provided a logical and cost-effective approach for accommodating short-term increases and decreases in workload and changes in customer needs.

\* The organizational chart clearly identifies all management and staff positions. The proposed lines of authority, responsibility, and communication within the prime contractor and with subcontractors

and/or consultants (where applicable) appear clear, logical, efficient and are likely to be effective.

\* The Offeror provides evidence that the organization will provide sufficient non-personnel resources, facilities and equipment to perform the tasks specified in the PWS.

\* The Offeror has demonstrated its capability to ensure that only high quality, timely and cost-efficient products and services are produced by contract staff, subcontractors and/or consultants (where applicable) and submitted to the Government.

### 3. Personnel (30 points)

\* The Offeror has identified all proposed personnel (including subcontractors) and described their (1) respective roles, duties and responsibilities in implementing the contract, and (2) work experience, education, training and skills in performing work similar to that outlined in the solicitation.

\* The qualifications and experience of proposed personnel, consultants and/or subcontractors-as substantiated by the proposal and their resumes-meets or exceeds the education and experience required by the labor qualifications in Section L and in the PWS (see Section 6, Task 3).

\* The Offeror demonstrated that the Project Manager has clear authority to manage the contract, and recruit, hire, train, reward and remove staff, subcontractors and/or consultants to ensure the consistent quality and availability of professional staff over the life of the contract. The Offeror has identified tools/methods/strategies that should be effective for identifying and dealing with poor performers and substandard work, and for maintaining continuity in the event of staffing changes or other unanticipated work interruptions.

\* The Manpower Utilization Form-Technical Proposal Format is complete, the level of effort being proposed is reasonable, realistic, cost-effective, and consistent with the Offeror's proposal; proposed staff appear to have sufficient time to work on this contract.

\* A signed and dated Letter of Commitment is provided for any proposed personnel whom the Offeror does not currently employ.

### 4. Capabilities and Experience (15 points)

\* The Offeror's proposal demonstrates organizational capabilities and experience in performing work that is the same as or similar to the work described in the PWS (i.e., providing meeting logistics, capable subject matter experts, and detailed and accurate financial reports). The Offeror provides evidence of its ability to produce or oversee the production of high quality and timely products and services, be responsive to technical direction, satisfy customers, perform within or below budget, use cost efficiencies, and provide timely, accurate and complete monthly progress reports, expenditure reports, and billings/invoices.

\* Examples of meeting materials are clear, complete, well-written, error free, and have a professional appearance (i.e., (1) instructions to meeting participants who require travel support, (2) meeting minutes or proceedings, and (3) the summary of meeting evaluations).

\* The Offeror provides evidence of its capability to (1) produce and submit accurate, detailed and timely monthly expenditure reports to the Government as described in the PWS (see Section 6.0, Task 4), and (2) invoice the Government monthly and provide supporting documentation of all expenditures (e.g., receipts).

### 5. Small Business Subcontracting (5 points)

The Offeror's proposal provides clear, detailed evidence that it is a small business or that small businesses will receive adequate and meaningful work under the contract and a viable small business subcontracting plan has been submitted. The small business subcontracting plan will be evaluated on the extent to which it:

- (a) identifies small businesses and the percentage of tasks to be completed by small businesses;
- (b) demonstrates the Offerors' commitment to use small businesses; and
- (c) contains all of the elements required by the Section M clause entitled FAR 52.219-9 Small Business Subcontracting Plan (SEP 2006)

Note: Small business offerors will automatically receive the full 5 evaluation points.

TOTAL 100 POINTS

## M. 2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)